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AUG 14 2006

Appl. No. 10/678,871
Supplemental Amendment

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REMARKS

Claims 1-17 and 78-86 were previously pending in the current application. By the instant amendment, claims 1, 2, 6-10, 13-17, 78, 81, 82 and 85 are amended and claims 5, 79, 84 and 86 are cancelled. No new matter has been added by these amendments. Favorable reconsideration of the application is respectfully requested in light of the foregoing amendments and the following remarks.

The present amendment adds to claim 1 the limitation that, in the event a sale condition is not met during a certain defined period of time (e.g., the property is not sold during the exclusive listing period), the seller is allowed to retain at least a portion of the upfront payment provided to the seller initially in return for the listing of the property. This defined period of time can be any time agreed to by the parties and does not necessarily need to be pre-determined or fixed at the time the parties agree. For example, the real estate agent and seller can agree to a period of time that can fluctuate based on certain criteria (e.g., extend if the number of potential buyers presented by the real estate agent exceeds a certain number; extend if the agent spends a certain amount or more on advertising; based on mutual agreement of the real estate agent and seller).

The present amendment also clarifies the scope of claims. To avoid any potential confusion or ambiguity (although Applicant respectfully submits there is none), the consideration recited in the claims is now referred to as "first" consideration and "second" consideration. The first consideration corresponds to consideration provided by the agent to the seller, and the second consideration corresponds to consideration provided by the seller to the agent. The first consideration also includes an up-front payment to the seller.

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While the second consideration may be a portion of the first consideration (see, e.g., claim 6), it does not have to be. For example, paragraph [0011] of the present specification provides that the second consideration may be a portion of the real estate agent's commission. Furthermore, paragraph [0013] of the specification explains that second consideration may include various types and forms of consideration that comes from the seller to the real-estate agent, including the agent's commission or a portion of the commission, an offsetting of the purchase price or an increased commission.

Furthermore, in light of the holding in Ex Parte Lundgren, Appeal No. 2003-2088, which held that the lack of a machine, such as a computer, does not render a claim unpatentable under 35 U.S.C. § 101 as being directed to non-statutory subject matter, claim 1 has been amended to eliminate the computer specific element and such element has been incorporated into dependent claim 2.

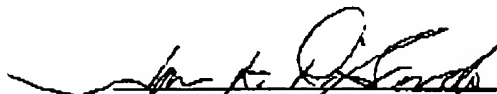
Applicant respectfully submits that the claims as amended are in condition for allowance. Accordingly, Applicant respectfully requests reconsideration of the present application, in view of the amendments and remarks provided herein. Although no fees or charges are believed due in connection with this amendment, fees or charges necessary in

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connection with the present amendment are hereby authorized to be charged to Deposit Account
No. 19-4709.

Respectfully submitted,



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